

Agenda Item #12

**POCATELLO CITY COUNCIL  
EXECUTIVE SUMMARY  
FINAL PLAT APPLICATION: CREEKSIDE COVE**

**REQUEST:** Gardner Francis on behalf of Jonathan Hunt, has submitted a Final Plat application to plat Phase 1 of the Creekside Cove Subdivision. The plat proposes development of eleven (11) zero lot-line townhouses in two groups of five (5) and one (1) common lot. Common area will consist of the private drives and common area, as outlined in the Planned Unit Development approved on May 21, 2026.

**RECOMMENDATION:**

In consideration of the application, and City staff review, the Planning & Zoning Commission recommended **approval** of the Preliminary Plat application after a public hearing was held on April 8, 2026 finding the application meets the standards for approval under section 16.20.050 of Pocatello City Code with the conditions as outlined in the Planning & Zoning Commission's Findings of Fact & Decision (see attachment A).

**ATTACHMENTS:**

- A. Plat
- B. Planning & Zoning Preliminary Plat Commission Findings of Fact & Decision
- C. City Council Planned Unit Development Decision

**ATTACHMENT A**  
**FINAL PLAT PHASE 1**

NORTH



0 40 80ft.  
SCALE 1" = 40'-0"

# THE CROSSING TOWNHOMES A RESIDENTIAL DEVELOPMENT

LOCATED IN:  
PART OF THE SW1/4 OF SECTION 1,  
TOWNSHIP 6 SOUTH, RANGE 34 EAST,  
BOISE MERIDIAN,  
BANNOCK COUNTY, IDAHO

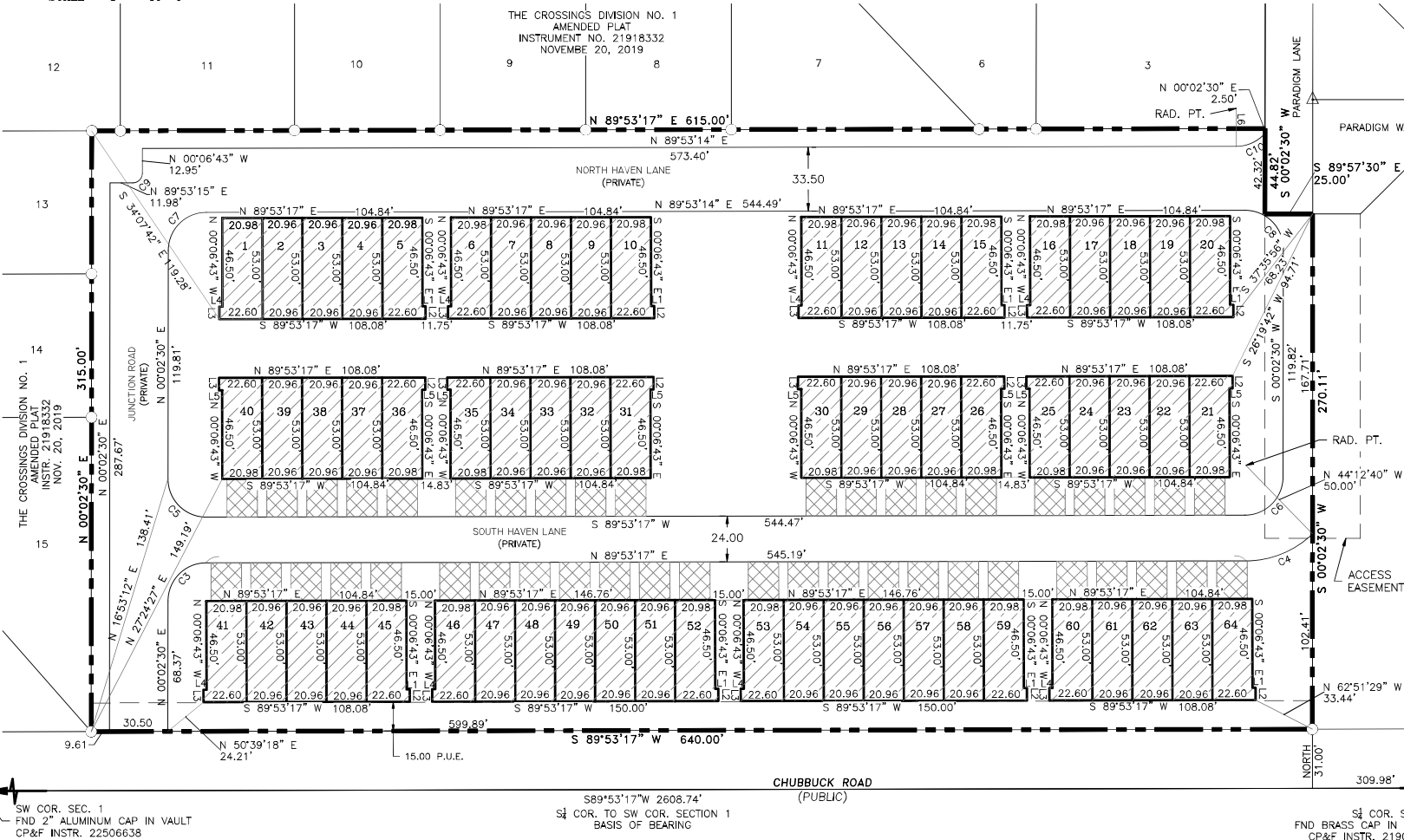
THE CROSSINGS DIVISION NO. 1  
AMENDED PLAT  
INSTRUMENT NO. 21918332  
NOVEMBER 20, 2019

## LEGEND

- BOUNDARY LINE
- LOT LINE
- PRIVATE
- LIMITED COMMON AREA (SEE NOTE 1)
- COMMON AREA (SEE NOTE 2)
- PLSS SECTION CORNER
- FOUND 1" REBAR W/ PLASTIC CAP STAMPED CHA-PLS 12457
- SET 1/2"x24" REBAR W/ PLASTIC CAP STAMPED LS 10784
- MONUMENT

## NOTES

1. All driveways, patios, decks and balconies contained within the project are considered limited common areas. They are set aside and reserved for the use of the respective unit to which they are attached and/or appurtenant.
2. All other areas contained within the project, but not shown with diagonal stripes or shading or public streets are considered common area, including parking, private streets, storm water detention and drainage easement area.
3. All common areas and limited common areas are considered to be an easement for all public utilities, irrigation and drainage purposes. This includes the ingress/egress area.
4. All expenses involving the necessary improvements or extensions for a culinary water system, sanitary sewer system, gas service, electrical service, telephone service, cable television service, grading and landscaping, storm drainage systems, curb and gutters, fire hydrants, pavement, sidewalks, signage, street lighting and other improvements shall be paid for by the subdivider.



LINE TABLE

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 89°53'17" W | 1.62'    |
| L2   | N 00°06'43" W | 6.50'    |
| L3   | S 00°06'43" E | 6.50'    |
| L4   | N 89°53'17" E | 1.62'    |
| L5   | N 89°53'17" E | 1.62'    |
| L6   | S 00°06'46" E | 20.00'   |

CURVE TABLE

| CURVE | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|--------|------------|-------------|---------------|--------------|
| C3    | 20.00' | 31.36'     | 89°50'47"   | N 44°57'53" E | 28.25'       |
| C4    | 50.00' | 38.48'     | 44°05'57"   | N 67°50'19" E | 37.54'       |
| C5    | 20.00' | 31.47'     | 90°09'13"   | N 45°02'07" W | 28.32'       |
| C6    | 20.00' | 31.36'     | 89°50'47"   | S 44°57'54" W | 28.25'       |
| C7    | 20.00' | 31.36'     | 89°50'44"   | N 44°57'52" E | 28.25'       |
| C8    | 20.00' | 31.47'     | 90°09'16"   | S 45°02'08" E | 28.32'       |
| C9    | 5.00'  | 7.85'      | 89°59'58"   | S 44°53'16" W | 7.07'        |
| C10   | 20.00' | 17.08'     | 48°55'30"   | N 65°25'29" E | 16.56'       |

## THE CROSSING TOWNHOMES A RESIDENTIAL DEVELOPMENT

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TOWNSHIP 6 SOUTH, RANGE 34 EAST,  
BOISE MERIDIAN,  
BANNOCK COUNTY, IDAHO

**AE** ALLIANCE CONSULTING  
ENGINEERS  
150 E 200 NORTH SUITE F  
LOGAN, UTAH 84321  
(435) 755-5121



| REVISIONS | DATE | JOB NO. | SCALE    | SHEET   |
|-----------|------|---------|----------|---------|
|           |      |         | 1"=40'   | 1       |
|           |      |         | DRAWN BY | OF      |
|           |      |         | BL       | 2 SHEET |

# THE CROSSING TOWNHOMES A RESIDENTIAL DEVELOPMENT

LOCATED IN:  
PART OF THE SW1/4 OF SECTION 1,  
TOWNSHIP 6 SOUTH, RANGE 34 EAST,  
BOISE MERIDIAN,  
BANNOCK COUNTY, IDAHO

## BOUNDARY DESCRIPTION

LOT 2, BLOCK 1, THE CROSSING DIVISION NO. 1, AMENDED PLAT BANNOCK COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF, RECORDED NOVEMBER 20, 2019 AS INSTRUMENT NO. 21918332.

## OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED ARE THE LAWFUL OWNERS OF THE TRACT OF LAND INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAVE CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, STREETS, AND EASEMENTS TO BE HEREFTER KNOWN AS THE CROSSING TOWNHOMES, CITY OF POCATELLO, BANNOCK COUNTY, IDAHO.

BE IT FURTHER KNOWN THAT WE DO HEREBY DEDICATE TO THE PUBLIC, ALL STREETS AND RIGHTS-OF-WAY SHOWN HEREON, THAT WE ALSO GRANT AND CONVEY TO THE PUBLIC ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON AND THAT WE HEREBY WARRANT AND SHALL DEFEND THE ESTATE SUBJECT TO SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC AGAINST SAID OWNERS AND THEIR HEIRS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF. WE ALSO CERTIFY THAT THE LOTS WITHIN THIS SUBDIVISION WILL BE SERVED BY THE CITY OF POCATELLO AND SAID MUNICIPALITY HAS AGREED IN WRITING TO SERVE SAID LOTS. THESE LOTS ARE NOT IN THE FLOOD PLAIN ZONE.

DO HEREBY GRANT PERMISSION TO THE CITY OF POCATELLO SANITATION DEPARTMENT TO DRIVE CITY VEHICLES ONTO THE ASPHALT/CONCRETE PAVEMENT AND ANY OTHER PRIVATE PROPERTY IN ORDER TO PROVIDE GARBAGE SERVICE TO THE ABOVE LOCATION INCLUDING VEHICLES NEEDED TO PERFORM CLEAN UP MAINTENANCE ON SUCH PRIVATE PROPERTY. THE OWNERS RELEASE AND HOLD HARMLESS TO THE CITY OF POCATELLO A MUNICIPAL CORPORATION OF IDAHO AND ITS EMPLOYEES FROM ANY LIABILITY AND WILL ACCEPT FULL RESPONSIBILITY FOR DAMAGES TO DRIVING SURVEY AREA, OWNER(S) ACKNOWLEDGE AND AGREE ARE BEYOND THE CONTROL OF THE CITY OF POCATELLO AND ITS EMPLOYEES.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

TROY ALLAN DEVELOPMENT, INC.

JAMES ANDERSON, SECRETARY

## ACKNOWLEDGEMENT

STATE OF UTAH  
COUNTY OF CACHE

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JAMES ANDERSON KNOWN OR IDENTIFIED TO ME TO BE SECRETARY OF TROY ALLAN DEVELOPMENT, INC., SUBSCRIBED TO THE ATTACHED OWNER'S CERTIFICATE, AND ACKNOWLEDGED TO ME HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF UTAH

COMMISSION EXPIRATION DATE:

RESIDING IN CACHE COUNTY, UTAH

## RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT, THE CROSSING DIVISION NO. 1, BANNOCK COUNTY, IDAHO WAS FILED FOR RECORDING IN THE OFFICE OF THE RECORDER OF BANNOCK COUNTY, IDAHO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026 AT \_\_\_\_\_ M AND RECORDED UNDER INSTRUMENT NUMBER \_\_\_\_\_

BANNOCK COUNTY RECORDER

## CITY'S ACCEPTANCE

THIS FOREGOING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY OF POCATELLO, IDAHO BY RESOLUTION ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

MAYOR

CITY ENGINEER

CITY CLERK

PLANNING & ZONING

## TREASURER'S CERTIFICATE

I THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BANNOCK, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PROJECT ARE CURRENT.

RPPRCR1000200  
BANNOCK COUNTY TREASURER PARCEL NUMBER

## SURVEYOR'S CERTIFICATE

I, Brian G. Lyon, A REGISTERED LAND SURVEYOR OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE LAND DESCRIBED IN THE ACCOMPANYING BOUNDARY DESCRIPTION AND THAT THE PLAT UPON WHICH THIS CERTIFICATION APPEARS WAS MADE UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE ACCOMPANYING MAP CORRECTLY DEPICTS THE DIVISION OF THE LAND AS MARKED UPON THE GROUND, THAT THE MONUMENTATION SHOWN CONFORMS WITH THAT SET OR FOUND UPON THE GROUND, AND THAT THE PERTINENT PROVISIONS OF THE STATUTES OF THE STATE OF IDAHO TOGETHER WITH ALL LOCAL ORDINANCES PERTAINING THERETO HAVE BEEN COMPLIED WITH.



## SURVEY NARRATIVE

- The purpose of this survey was to survey Lot 2, Block 1, The Crossings Division No. 1 recorded in the Bannock County Recorder's Office under Instrument No. 21918332 on November 20, 2019 and create a 42 Lot Townhome Subdivision.
- The Survey was requested by Cody Puzey.
- The Basis of bearing is S89°53'17"W between the South Quarter Corner and Southwest Corner of Section 1, Township 6 South, Range 34 East, Boise Meridian.
- The boundary was established using Section control and found rebar as shown.

## COUNTY SURVEYOR'S CERTIFICATE

I, \_\_\_\_\_, SURVEYOR IN AND FOR BANNOCK COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND COMPUTATIONS SHOWN HEREON, AND HAVE DETERMINED THAT THE REQUIREMENT OF IDAHO CODE 50-1305 HAVE BEEN MET, AND I APPROVE THE SAME FOR FILING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

\_\_\_\_\_, PLS  
BANNOCK COUNTY SURVEYOR

## CITY SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, GERALD V. EVANS, A REGISTERED LAND SURVEYOR, REGISTERED BY THE STATE OF IDAHO, HAVE CHECKED THIS PLAT AND THE COMPUTATIONS SHOWN HEREON AND FIND NO DISAGREEMENTS WITH IDAHO CODE OR LOCAL ORDINANCES PERTAINING THERETO.

GERALD V. EVANS, PLS 10342  
POCATELLO CITY SURVEYOR

## SANITATION RESTRICTIONS

A SANITARY RESTRICTION IS IN FORCE PER IDAHO CODE 50-1326 TO 50-1329 ON THIS PLAT. NO BUILDING, DWELLING, OR SHELTER SHALL BE ERRECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

SOUTHEAST DISTRICT HEALTH DEPARTMENT

## HEALTH DEPARTMENT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE DEQ APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS ARE IN FORCE. IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

EASTERN IDAHO PUBLIC HEALTH DEPARTMENT

DATE: \_\_\_\_\_

ENVIRONMENTAL HEALTH SPECIALIST:

## HOMEOWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

HOMEOWNER'S ASSOCIATION DECLARATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS ARE RECORDED AS INSTRUMENT NO. \_\_\_\_\_ AND ARE HEREBY MADE PART OF THIS PLAT.

## CULINARY WATER

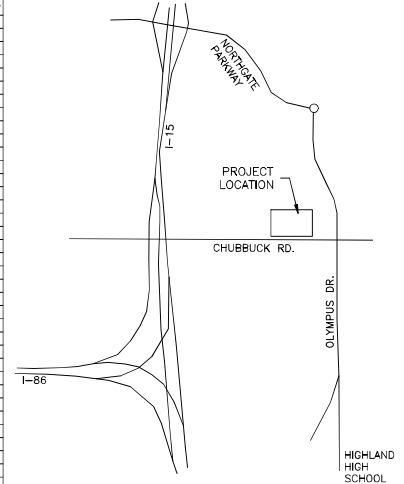
ALL LOTS IN THIS SUBDIVISION ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF POCATELLO MUNICIPAL WATER SYSTEM.

## IRRIGATION WATER RIGHTS STATEMENT

IT HAS BEEN DETERMINED THAT THE PROPERTY INCLUDED IN THIS SUBDIVISION IS NOT LOCATED WITHIN THE BOUNDARIES OF AN EXISTING IRRIGATION DISTRICT. LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE AN IRRIGATION WATER RIGHT.

| LOT AREA TABLE |           |
|----------------|-----------|
| LOT            | LOT AREA  |
| 1              | 1122 s.f. |
| 2              | 1111 s.f. |
| 3              | 1111 s.f. |
| 4              | 1111 s.f. |
| 5              | 1122 s.f. |
| 6              | 1122 s.f. |
| 7              | 1111 s.f. |
| 8              | 1111 s.f. |
| 9              | 1111 s.f. |
| 10             | 1122 s.f. |
| 11             | 1122 s.f. |
| 12             | 1111 s.f. |
| 13             | 1111 s.f. |
| 14             | 1111 s.f. |
| 15             | 1122 s.f. |
| 16             | 1122 s.f. |
| 17             | 1111 s.f. |
| 18             | 1111 s.f. |
| 19             | 1111 s.f. |
| 20             | 1122 s.f. |
| 21             | 1122 s.f. |
| 22             | 1111 s.f. |
| 23             | 1111 s.f. |
| 24             | 1111 s.f. |
| 25             | 1122 s.f. |
| 26             | 1122 s.f. |
| 27             | 1111 s.f. |
| 28             | 1111 s.f. |
| 29             | 1111 s.f. |
| 30             | 1122 s.f. |
| 31             | 1122 s.f. |
| 32             | 1111 s.f. |
| 33             | 1111 s.f. |
| 34             | 1111 s.f. |
| 35             | 1122 s.f. |
| 36             | 1122 s.f. |
| 37             | 1111 s.f. |
| 38             | 1111 s.f. |
| 39             | 1111 s.f. |
| 40             | 1122 s.f. |
| 41             | 1122 s.f. |
| 42             | 1111 s.f. |
| 43             | 1111 s.f. |
| 44             | 1111 s.f. |
| 45             | 1122 s.f. |
| 46             | 1122 s.f. |
| 47             | 1111 s.f. |
| 48             | 1111 s.f. |
| 49             | 1111 s.f. |
| 50             | 1111 s.f. |
| 51             | 1111 s.f. |
| 52             | 1122 s.f. |
| 53             | 1122 s.f. |
| 54             | 1111 s.f. |
| 55             | 1111 s.f. |
| 56             | 1111 s.f. |
| 57             | 1111 s.f. |
| 58             | 1111 s.f. |
| 59             | 1122 s.f. |
| 60             | 1122 s.f. |
| 61             | 1111 s.f. |
| 62             | 1111 s.f. |
| 63             | 1111 s.f. |
| 64             | 1122 s.f. |

## VICINITY MAP



# THE CROSSING TOWNHOMES A RESIDENTIAL DEVELOPMENT

LOCATED IN:  
PART OF THE SW1/4 OF SECTION 1,  
TOWNSHIP 6 SOUTH, RANGE 34 EAST,  
BOISE MERIDIAN,  
BANNOCK COUNTY, IDAHO

**AE** ALLIANCE CONSULTING  
ENGINEERS  
150 E 200 NORTH SUITE P  
LOGAN, UTAH 84321  
(435) 755-5121

| REVISIONS | DATE | JOB NO. | SCALE    | SHEET   |
|-----------|------|---------|----------|---------|
|           |      |         | NA       | 2       |
|           |      |         | DRAWN BY | OF      |
|           |      |         | BL       | 2 SHEET |



**ATTACHMENT A**  
**PRELIMINARY PLAT**  
**DECISION**

**FINDINGS OF FACT & DECISION**  
**CITY OF POCA TELLO**  
**PLANNING & ZONING COMMISSION**  
HEARING APRIL 8, 2026

**APPLICANT:** Gardner Francis  
**OWNER:** Jonathan Hunt  
**REQUEST:** Preliminary Plat Creekside Cove  
**FILE:** PP26-002  
**GENERAL LOCATION:** Southwest end of Freeman Lane  
**STAFF:** Becky Babb, Planning Manager

Instrument # 22604117  
Bannock County, Pocatello, Idaho  
04/09/2026 04:27:31 PM No. of Pages: 3  
Recorded for: CITY OF POCA TELLO  
Jason C. Dixon Fee: \$0.00  
Deputy: aleavitt

- I. **GENERAL BACKGROUND:** Gardner Francis, of Westland Development Services, on behalf of Jonathan Hunt has submitted a preliminary plat application. The property is zoned Residential High Density (RH) with a Future Land Use designation of Residential (R). The request is to plat 3.38 acres in accordance with the approved Planned Unit Development (PUD). The plat consists of 40 lots, with 39 lots utilized for the development of townhomes and one lot set aside as common area.
- II. **PUBLIC HEARING:** A public hearing was held before the Planning & Zoning Commission on the evening of April 8, 2026. The applicant provided a summary of the proposed preliminary plat. Staff provided a brief presentation and recommendation regarding the application. The public provided comments as noted in the minutes.
- III. **NOTIFICATION:** Notice was posted in the Idaho State Journal on March 24, 2026 on the subject property on March 23, 2026. All property owners within three hundred feet (300') of the external boundaries of the land being considered have been provided notice of the public hearing in order that they may provide comment on the proposed preliminary plat. No written comments were received from the public.
- IV. **CRITERIA FOR REVIEW:** The Planning and Zoning Commission and City Council shall review the facts and circumstances of each proposal in terms of the standards listed in the table below:

Table 1. Preliminary Plat Review Criteria Analysis

| REVIEW CRITERIA (16.20.050):        |                          |                          |                            |                                                                                                                                                                                                                                           |
|-------------------------------------|--------------------------|--------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Compliant                           |                          |                          | City Code and Staff Review |                                                                                                                                                                                                                                           |
| Yes                                 | No                       | N/A                      | Code Section               | Analysis                                                                                                                                                                                                                                  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.20.050 A                | The subdivision proposal complies with applicable provisions of this title.                                                                                                                                                               |
|                                     |                          |                          | FINDING                    | The proposal is compliant with all applicable standards of Title 16, provided that all comments and conditions are met. The lot sizes and applicable amenities will be approved through a pending Planned Unit Development Process (PUD). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.20.050 B.               | The subdivision proposal complies with all applicable city design standards and development regulations.                                                                                                                                  |
|                                     |                          |                          | FINDING                    | Assuming all conditions and corrections are met, the proposed subdivision is compliant with all applicable city design standards and development regulations.                                                                             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.20.050 C.               | The subdivision proposal complies with all applicable zoning requirements of the underlying zoning district, applicable overlays, and other applicable development standards.                                                             |

|                                     |                          |                          |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------|--------------------------|--------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                     |                          |                          | <b>FINDING</b>      | <b>DENSITY &amp; LOT DESIGN:</b> The applicant has a pending Planned Unit Development application in addition to the requested Preliminary Plat application. The applicant is proposing to subdivide the parcel into 40 lots, with 39 lots utilized for the development of townhomes. The applicant has proposed amenities as part of the proposed PUD, including setting aside the acreage on the south side of Pocatello Creek as open common area.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>16.20.050 D.</b> | <b>All public facilities including streets, sidewalks, curbs, gutters, water, sewer, fire protection, and sanitation services can be provided to the newly created lots and accommodate future extension to adjacent land. 1. The use of a "control strip" intended to control or prevent the future extension of public facilities or development of adjacent land is prohibited.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                     |                          |                          | <b>FINDING</b>      | <p><b>WATER, SEWER, &amp; STORMWATER:</b> The 30' utility easement that intersects this property will need to be properly located and indicated on the plans as retention ponds, buildings and other permanent structures are not allowed to be built within it. Connection to the existing water transmission line will not be allowed. All connections will need to be made on the water distribution line located within Freeman Lane. A master meter and a backflow assembly will be required for this development. The applicant will either provide a CIPP liner to make that portion of the new sewer (new manhole - M2808) impervious to water intrusion at their expense, or, redesign it so the sewer mainline doesn't run beneath the retention pond.</p> <p><b>SANITATION:</b> Sanitation will require (2) double-pad enclosures with a 90-foot approach, not in the flood plain or frontage of Freeman. A total of (4) 6-yard containers is required</p> <p><b>UTILITY PROVIDER &amp; CITY DEPARTMENT NOTICE:</b> Pursuant to Municipal Code 16.20.040F, utility providers and affected City departments were provided notice. To date, no comments have been received from the Utility providers receiving notice.</p> <p><b>PRIVATE COVENANTS, RESTRICTIONS &amp; CONDITIONS:</b> Recorded Owner's Covenants, Conditions and Restrictions (CC &amp;R's) for the subdivision, if any, must be submitted after the recording of the final plat.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>16.20.050 E.</b> | <b>If city public works determines that the proposed subdivision will result in significant traffic impacts pursuant to subsection 16.20.030V of this chapter, then a "traffic impact study" will be required as part of the commission's review.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                     |                          |                          | <b>FINDING</b>      | Municipal subsection 16.20.030V states that a traffic impact study will be required for any subdivision creating one hundred (100) or more peak hour trips based on the Institute of Transportation Engineers' "Trip Generation Handbook" (current edition). A traffic impact study may be waived by the Public Works Department upon the receipt of an approved traffic analysis to be included with the application. The proposal does not meet the criteria for a traffic impact study.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|                                     |                          |                          |              |                                                                                                                                                                                                                                                                                                           |
|-------------------------------------|--------------------------|--------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                     |                          |                          |              | Public Works does not require a traffic study at this time.                                                                                                                                                                                                                                               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.20.050 F. | <b>The proposal provides for a continuation of a connected transportation system unless topography or natural features prevents a connection to abutting streets or property.</b>                                                                                                                         |
|                                     |                          |                          | FINDING      | The Commission finds the proposal provides a continuation of Freeman Lane with an extension of Freeman Lane. Additionally, the proposal includes an approved hammerhead design to allow for vehicle turnaround. All interior drives and parking will be private and as such maintained by the homeowners. |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | 16.20.050 G. | <b>The proposed subdivision provides for bicycle and pedestrian transportation routes and amenities in accordance with Bannock transportation planning organization's most recent adopted bicycle and pedestrian plans.</b>                                                                               |
|                                     |                          |                          | FINDING      | The Bannock Transportation Planning Organizations adopted bicycle and Pedestrian Plan does not include any bicycle or pedestrian transportation routes or amenities on Freeman Lane.                                                                                                                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.20.050 H. | <b>Public utilities are provided to the newly created lots in public rights of way or in appropriately sized easements. (Ord. 2971, 2016)</b>                                                                                                                                                             |
|                                     |                          |                          | FINDING      | Easements shall be shown on the Final plat, particularly the City's utility easement. Placement of curb, gutter and sidewalk will be required on the new portion of Freeman Lane.                                                                                                                         |

**V. PLANNING & ZONING COMMISSION DECISION:** In consideration of the application, the Planning & Zoning Commission **approved** the Preliminary Plat application from Gardner Francis to subdivide the subject property in accordance with the approved Planned Unit Development (PUD), into 40 lots, with 39 lots utilized for the development of townhomes and one lot set aside as common area finding the application meets the standards for approval under Chapters 16.20.050 A. Criteria for Review of Pocatello City Code.

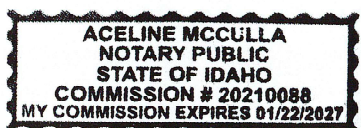
  
Rich Phillips, Chairman  
City of Pocatello Planning & Zoning Commission  
Authorized to sign 4/8/2026

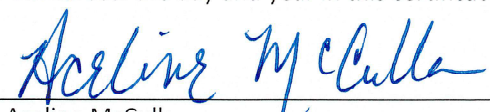
STATE OF IDAHO )  
) ss:  
County of Bannock )

On this 9th day of April 2026, before me, the undersigned, a Notary Public in and for the Idaho State, personally appeared Chairman Rich Phillips of the City of Pocatello Planning and Zoning Commission, known to me or proved to me to be the person whose name is subscribed to the foregoing instrument, and being duly sworn, acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Seal



  
Aceline McCulla  
Notary Public for Idaho  
Residing in Pocatello, Idaho



**PLANNING & ZONING COMMISSION  
HEARING: APRIL 8, 2026  
STAFF REPORT**

**FILE: PP26-002**

**APPLICANT:** Gardner Francis  
**OWNER:** Jonathan Hunt  
**REQUEST:** Preliminary Plat Creekside Cove  
**GENERAL LOCATION:** Southwest end of Freeman Lane  
**STAFF:** Becky Babb, Planning Manager

**SUMMARY & CONDITIONS:**

In consideration of the application, staff concludes that the proposed preliminary plat is **compliant** with Pocatello City Code Chapter 16.20.050 and 17.03.420 assuming the following conditions are met:

1. The Final plat shall provide a 2' easement line around the footprint of each building to provide for awnings, eaves, overhangs, and landscaping to extend into the shared common area, to be maintained by the homeowner's association. This easement shall be shown on the preliminary and final plat for each phase of the development;
2. All minimum setbacks shall be met as set-forth under Municipal Code Section 17.04.220 D.2.;
3. A building permit may not be issued unless all applicable standards of City Code Section 16.24.100 are adhered to, or a subdivision surety bond and warranty bond is obtained as outlined in City Code 16.24.110, prior to recording; and
4. All other standards or conditions of Municipal Code not herein stated but applicable to land subdivision and residential development shall apply.

**OPTIONAL MOTIONS:**

1. **Approval of the Application:** Move to **approve** the preliminary plat application request by Gardner Francis of Westland Development Services to subdivide a 3.38 acre parcel via a preliminary plat (RPCPP006104), finding the application does meet the standards for approval under Chapter 16.20.050 of Pocatello Municipal Code, with conditions listed in the staff report, and to authorize the Chair or Vice Chair to sign the Findings of Fact and Decision.
2. **Denial of the Application:** "Move to **deny** the preliminary plat application by Gardner Francis, finding the application **does not** meet the standards for approval under Chapter 16.20.050 of Pocatello City Code and authorize the Chair or Vice Chair to sign the Findings of Fact and Decision.

**GENERAL BACKGROUND:**

**Request:** Gardner Francis, of Westland Development Services, on behalf of Jonathan Hunt has submitted a preliminary plat application. The property is zoned Residential High Density (RH) with a Future Land Use designation of Residential (R). The request is to plat 3.38 acres in accordance with the approved Planned Unit Development (PUD). The plat consists of 43 lots, with 42 lots utilized for the development of townhomes and one lot set aside as common area.

**Physical Characteristics of the Site:** The subject property is at the southwest end of Freeman Lane. The subject property, known as RPCPP006104 entails 3.38 acres (more or less). Pocatello Creek bisects the property, with about 1.34 acres of the property south side of Pocatello Creek being retained as common area. A portion of the property is within a designated floodplain.

**Notification:** Notice was posted on the subject property on March 23, 2026 and published in the Idaho State Journal on March 24, 2026. All property owners within three hundred feet (300') of the external boundaries of the subject property have been provided notice of the public hearing in order that they may provide comment on the proposed preliminary plat. No written comments were received from the public prior to the publishing of this staff report.

**Planning & Zoning Commission Action:** After notice, the Planning and Zoning Commission shall hold a hearing to consider the request and render a recommendation. The commission shall submit findings of fact and recommendation to the City Council within forty-five (45) days following closure of the public hearing.

#### ATTACHMENTS:

- A. Application with Pertinent Information

**CRITERIA FOR REVIEW:** The Planning and Zoning Commission and City Council shall review the facts and circumstances of each proposal in terms of the standards listed in the table below:

Table 1. Preliminary Plat Review Criteria Analysis

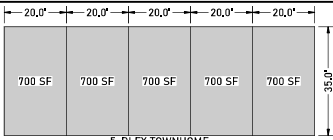
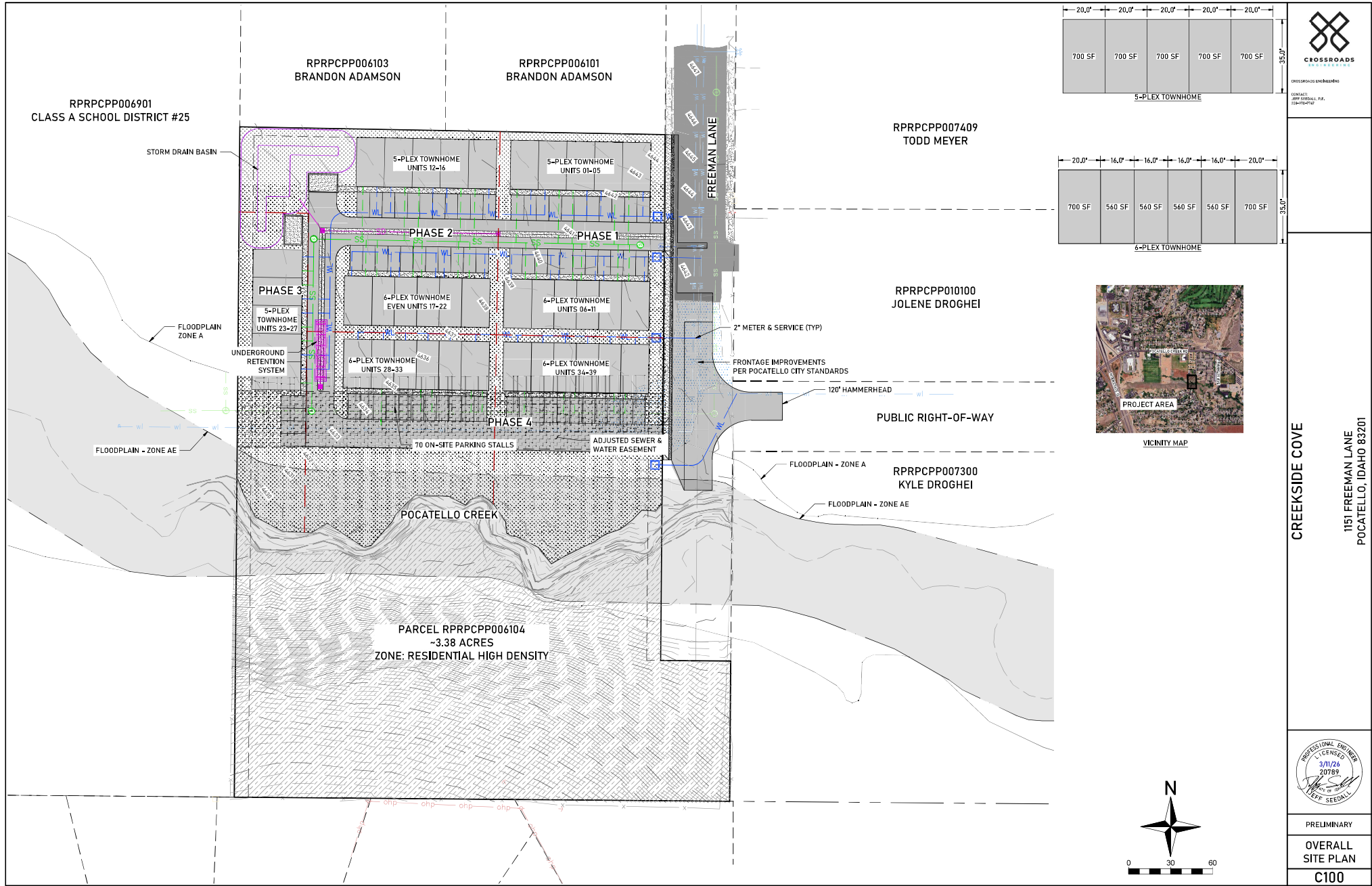
| REVIEW CRITERIA (16.20.050): |    |     |                            |                                                                                                                                                                                                                                                                                                          |
|------------------------------|----|-----|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Compliant                    |    |     | City Code and Staff Review |                                                                                                                                                                                                                                                                                                          |
| Yes                          | No | N/A | Code Section               | Analysis                                                                                                                                                                                                                                                                                                 |
| ☒                            | ☐  | ☐   | 16.20.050 A                | <b>The subdivision proposal complies with applicable provisions of this title.</b>                                                                                                                                                                                                                       |
|                              |    |     | <i>Staff Review</i>        | The proposal is compliant with all applicable standards of Title 16, provided that all comments and conditions are met. The lot sizes and applicable amenities were approved through a Planned Unit Development Process (PUD).                                                                           |
| ☒                            | ☐  | ☐   | 16.20.050 B.               | <b>The subdivision proposal complies with all applicable city design standards and development regulations.</b>                                                                                                                                                                                          |
|                              |    |     | <i>Staff Review</i>        | Assuming all conditions and corrections are met, the proposed subdivision is compliant with all applicable city design standards and development regulations. The applicant has complied with all requirements of the City of Pocatello Public Works Department relating to the development of the site. |

|                                     |                          |                          |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------|--------------------------|--------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>16.20.050 C.</b> | <b>The subdivision proposal complies with all applicable zoning requirements of the underlying zoning district, applicable overlays, and other applicable development standards.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                     |                          |                          | <b>Staff Review</b> | <b>DENSITY &amp; LOT DESIGN:</b> As the Commission is aware the applicant has a pending Planned Unit Development application in addition to the requested Preliminary Plat application. The applicant is proposing to subdivide the parcel into contain 43 lots, with 42 lots utilized for the development of townhomes. The applicant has proposed amenities as part of the proposed PUD, including setting aside the acreage on the south side of Pocatello Creek as open common area.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>16.20.050 D.</b> | <b>All public facilities including streets, sidewalks, curbs, gutters, water, sewer, fire protection, and sanitation services can be provided to the newly created lots and accommodate future extension to adjacent land. 1. The use of a "control strip" intended to control or prevent the future extension of public facilities or development of adjacent land is prohibited.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                     |                          |                          | <b>Staff Review</b> | <p><b>WATER, SEWER, &amp; STORMWATER:</b> The 30' utility easement that intersects this property will need to be properly located and indicated on the plans as retention ponds, buildings and other permanent structures are not allowed to be built within it. Connection to the existing water transmission line will not be allowed. All connections will need to be made on the water distribution line located within Freeman Lane. A master meter and a backflow assembly will be required for this development. The applicant will either provide a CIPP liner to make that portion of the new sewer (new manhole - M2808) impervious to water intrusion at their expense, or, redesign it so the sewer mainline doesn't run beneath the retention pond.</p> <p><b>SANITATION:</b> Sanitation will require (2) double-pad enclosures with a 90-foot approach, not in the flood plain or frontage of Freeman. A total of (4) 6-yard containers is required</p> <p><b>UTILITY PROVIDER &amp; CITY DEPARTMENT NOTICE:</b> Pursuant to Municipal Code 16.20.040F, utility providers and affected City departments were provided notice. To date, no comments have been received from the Utility providers receiving notice.</p> <p><b>PRIVATE COVENANTS, RESTRICTIONS &amp; CONDITIONS:</b> NA</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>16.20.050 E.</b> | <b>If city public works determines that the proposed subdivision will result in significant traffic impacts pursuant to subsection 16.20.030V of this chapter, then a "traffic impact study" will be required as part of the commission's review.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



|                                     |                          |                          |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------|--------------------------|--------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                     |                          |                          | <b>Staff Review</b> | <p>Municipal subsection 16.20.030.V states that a traffic impact study will be required for any subdivision creating one hundred (100) or more peak hour trips based on the Institute of Transportation Engineers' "Trip Generation Handbook" (current edition). A traffic impact study may be waived by the Public Works Department upon the receipt of an approved traffic analysis to be included with the application. The proposal does not meet the criteria for a traffic impact study.</p> <p>Public Works does require a traffic study at this time.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>16.20.050 F.</b> | <b>The proposal provides for a continuation of a connected transportation system unless topography or natural features prevents a connection to abutting streets or property.</b>                                                                                                                                                                                                                                                                                                                                                                                 |
|                                     |                          |                          | <b>Staff Review</b> | The proposal provides a continuation of Freeman Lane with an extension of Freeman Lane. Additionally, the proposal includes an approved hammerhead design to allow for vehicle turnaround. All interior drives and parking will be private and as such maintained by the homeowners.                                                                                                                                                                                                                                                                              |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>16.20.050 G.</b> | <b>The proposed subdivision provides for bicycle and pedestrian transportation routes and amenities in accordance with Bannock transportation planning organization's most recent adopted bicycle and pedestrian plans.</b>                                                                                                                                                                                                                                                                                                                                       |
|                                     |                          |                          | <b>Staff Review</b> | The Bannock Transportation Planning Organizations adopted bicycle and Pedestrian Plan does not include any bicycle or pedestrian transportation routes or amenities on Freeman Lane.                                                                                                                                                                                                                                                                                                                                                                              |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>16.20.050 H.</b> | <b>Public utilities are provided to the newly created lots in public rights of way or in appropriately sized easements. (Ord. 2971, 2016)</b>                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                     |                          |                          | <b>Staff Review</b> | Easements shall be shown on the Final plat, particularly the City's utility easement. Placement of curb, gutter and sidewalk will be required on the new portion of Freeman Lane.                                                                                                                                                                                                                                                                                                                                                                                 |

**ATTACHMENT A**  
**APPLICATION MATERIALS**



CROSSROADS ENGINEERING  
CONTACT: DREW HARRISON, P.E.  
(208) 243-1234

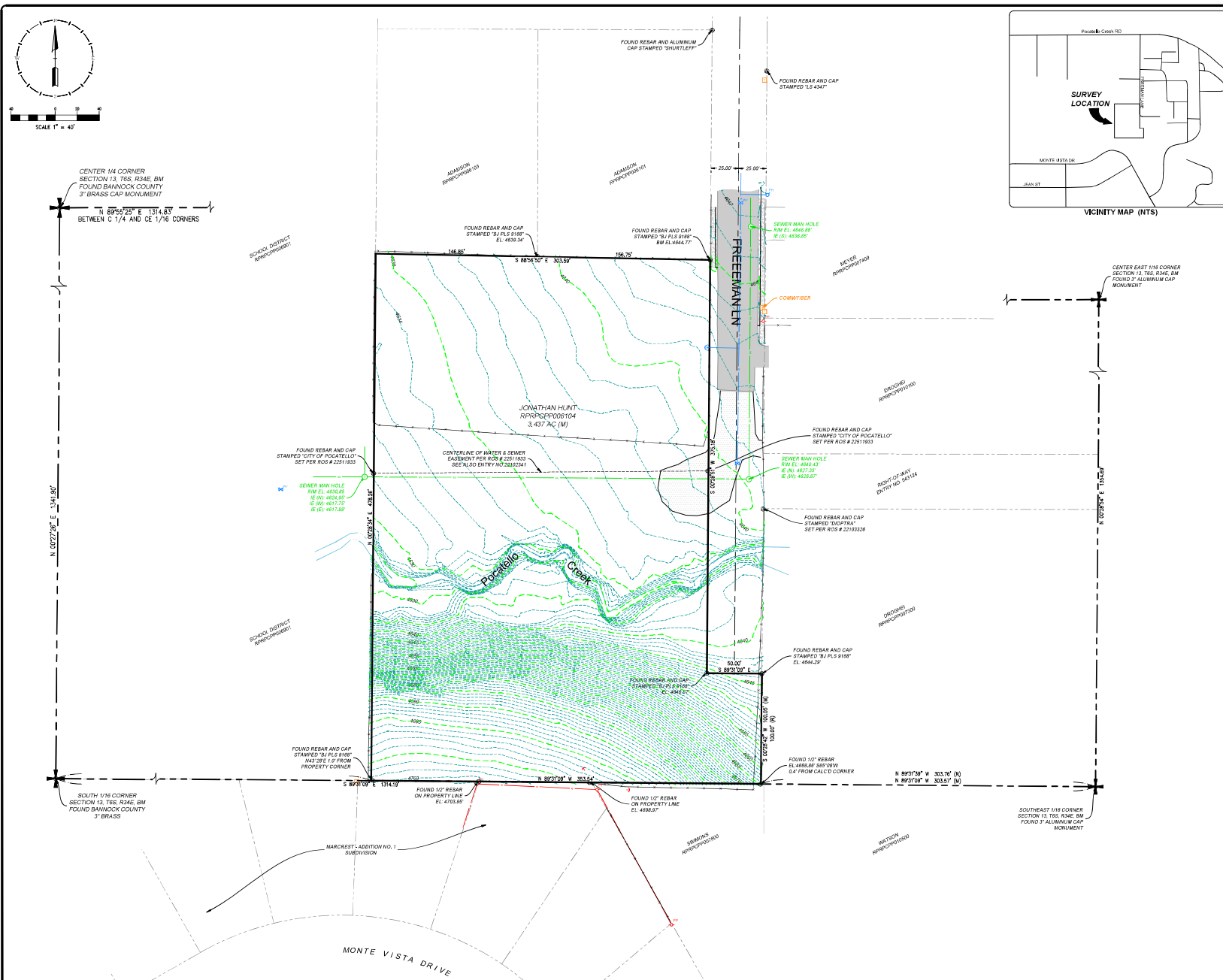
CREEKSIDE COVE  
1151 FREEMAN LANE  
POCATELLO, IDAHO 83201



PRELIMINARY

OVERALL  
SITE PLAN

C100



TOPOGRAPHIC SURVEY  
PREPARED FOR:  
**CROSSROADS ENGINEERING**

LOCATION: FREEMAN LANE, POGATELLO, IDAHO  
LOCATED IN THE SE 1/4 OF SECTION 13, TOWNSHIP 06 SOUTH, RANGE 34 EAST,  
BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

**SURVEY NOTES:**

- [illegible]

**LEGEND (TYPICAL)**

**STREET NAME & CAP**

- PROPERTY BOUNDARY
- ADJOINING PROPERTY LINES
- NORTH-SOUTH WAY LINES
- ROAD CENTERLINE
- EXISTING FENCE LINES
- STATION LINE
- WALKWAY CONTOUR (S)
- MINOR CONTOUR (T'S)
- OVERHEAD POWER
- SEWER LINE
- STORM DRAIN LINE
- COMMUNICATION LINE
- GAS LINE
- IRRIGATION LINE
- EDGE OF WATER
- CULVERT
- ASPHALT ROADWAY/PAV.
- GRAVEL/DIRT ROAD
- CONCRETE
- EXISTING BUILDINGS
- WETLAND AREA

(N) = RECORD BEARING AND/OR DISTANCE  
(M) = MEASURED BEARING AND/OR DISTANCE

**SURVEYOR'S CERTIFICATE**

1. XXXXXXXXXXXXXXXX, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF IDAHO, AND THAT I HOLD LICENSE NO. XXXXXXXXXXXXXXXX. IN ACCORDANCE WITH XXXXXXXXXXXXXXXXXXXXXXXX OF IDAHO STATE CODE, I FURTHER CERTIFY THAT A TOPOGRAPHIC SURVEY OF THE LAND SHOWN AND DESCRIBED HEREON HAS BEEN PERFORMED UNDER MY SUPERVISION AND THAT THE SAME IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED, AND THAT I DID NOT VIOLATE THE MINIMUM STANDARDS

**DRAFT**

XXXXXXXXXXXXXXXXXX  
PROFESSIONAL LAND SURVEYOR  
LICENSE NO. XXXXXXXXXXXXXXXX

ALPENGLOW  
ENGINEERS &  
SURVEYORS, LLC

Serving Northern Utah and Surrounding areas.  
Phone: 435.512.4559  
office@aberglowes.com

|              |     |        |                  |
|--------------|-----|--------|------------------|
| REVISIONS    | NO. | DATE:  | DESCRIPTION:     |
|              |     |        |                  |
|              |     |        |                  |
|              |     |        |                  |
| PROJECT #    |     | 25-137 | SCALE: 1" = 40'  |
| DRAWN BY:    |     | ZMD    | DATE: 01-07-2025 |
| SHEET 1 OF 1 |     |        |                  |



**TitleOne: Pocatello**

Authorized Agent for:

**Title Resources Guaranty Company**

File Number: 26585924

### **Contact Information**

We would like to thank you for your business and we appreciate the opportunity to serve you. The Guarantee has been sent to the parties listed below.

**If you have any closing questions, please contact your Escrow team:**

|                                |                                |
|--------------------------------|--------------------------------|
| Angie Manning                  | Zaidee Kelley                  |
| angie.manning@titleonecorp.com | Zaidee.Kelley@titleonecorp.com |
| (208) 701-2936                 | (208) 352-9545                 |

**Escrow Address:** 395 E. Chubbuck Rd., Suite 103, Chubbuck, ID 83202

**TitleOne State License:** 3002939465

**If you have any title questions, please contact your Title Officer:**

|                             |                                |
|-----------------------------|--------------------------------|
| Todd Davis                  | TitleOne: Pocatello Address:   |
| todd.davis@titleonecorp.com | 395 E. Chubbuck Rd., Suite 103 |
| (208) 370-3038              | Chubbuck, ID 83202             |

**Agents / Brokers and Transaction Coordinators**





**CLTA GUARANTEE FORM NO. 12**  
**LOT BOOK**  
**Issued By**  
**TITLE RESOURCES GUARANTY COMPANY**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

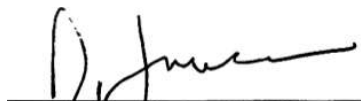
**TITLE RESOURCES GUARANTY COMPANY**  
a corporation, herein called the Company,

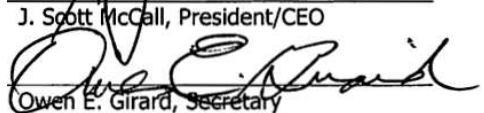
**GUARANTEES**

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A sustained by the Assured by reason of any incorrectness in the set forth in Schedule A.

**Authorized Issuing Agent:**  
**TITLEONE**

**TITLE RESOURCES GUARANTY COMPANY**

By:   
J. Scott McCall, President/CEO

By:   
Owen E. Girard, Secretary

**EXCLUSIONS FROM COVERAGE**

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

## **GUARANTEE CONDITIONS**

### **1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

### **2. Notice of Claim to be Given by Assured.**

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### **3. No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### **4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured.. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 8111 LBJ Freeway, Ste. 1200, Dallas, TX 75251, or [claims@titleresources.com](mailto:claims@titleresources.com).

**LOT BOOK GUARANTEE**  
**Issued By**  
**Title Resources Guaranty Company**

**SCHEDULE A**

**File No.** 26585924  
**State:** ID  
**County:** Bannock

| <u>Guarantee No.</u> | <u>Liability</u> | <u>Date of Guarantee</u> | <u>Fee</u> |
|----------------------|------------------|--------------------------|------------|
| 3581-LBG-26585924    | \$200.00         | at 7:30 a.m.             | \$150.00   |

**Name of Assured:**

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4, SOUTHEAST 1/4, SECTION 13, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE SOUTHEAST 1/16 CORNER OF SAID SECTION 13; THENCE NORTH 89°31'39" WEST ALONG THE SOUTH 1/16 LINE OF SAID SECTION 13, A DISTANCE OF 303.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°31'39" WEST CONTINUING ALONG THE SOUTH 1/16 LINE OF SAID SECTION 13, A DISTANCE OF 353.54 FEET; THENCE NORTH 00°28'34" EAST ALONG THE EASTERLY BOUNDARY OF POCATELLO SCHOOL DISTRICT 25 PROPERTY, A DISTANCE OF 682.22 FEET TO THE SOUTHWEST CORNER OF MARIAH MEADOWS PHASE THREE SUBDIVISION; THENCE SOUTH 89°48'23" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID MARIAH MEADOWS PHASE THREE, A DISTANCE OF 145.63 FEET; THENCE SOUTH 00°08'29" WEST, A DISTANCE OF 206.16 FEET; THENCE SOUTH 88°56'50" EAST, A DISTANCE OF 156.75 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY SIDELINE OF FREEMAN LANE; THENCE SOUTH 00°28'51" WEST ALONG SAID WESTERLY RIGHT OF WAY SIDELINE, A DISTANCE OF 375.18 FEET TO THE SOUTH TERMINUS OF SAID FREEMAN LANE; THENCE SOUTH 89°31'10" EAST AT RIGHT ANGLE TO THE CENTERLINE OF SAID FREEMAN LANE, A DISTANCE OF 50.00 FEET TO THE SOUTH END POINT OF EASTERLY RIGHT OF WAY SIDELINE OF SAID FREEMAN LANE; THENCE SOUTH 00°28'51" WEST ON A PROJECTED EASTERLY RIGHT OF WAY SIDELINE OF SAID FREEMAN LANE, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM the following described property:

PART OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 34 EAST BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 34 EAST AND RUNNING THENCE N 89°55'25" E 986.21 FEET ALONG THE LATITUDINAL CENTER LINE OF SAID SECTION 13 TO A POINT ON THE CENTER LINE OF FREEMAN LANE, S 00°28'51" W 667.64 FEET, THENCE N 89°48'23" W 182.97 FEET SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S 00°08'29" W 206.16 FEET ALONG THE WEST LINE OF DEED INST. #20417183 AS SHOWN ON R.O.S. #20522994 TO THE SOUTHWEST CORNER OF SAID INST #20417183; THENCE N 88°56'50" W 146.85 FEET TO THE WEST LINE OF PHILLIP J. GIBSON PARCEL AS SHOWN ON R.O.S. #20522994; THENCE N 00°28'34" E 203.96 FEET ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S 89°48'23" E 145.63 FEET ALONG THE NORTH LINE OF THE SAID PARCEL TO THE POINT OF BEGINNING

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Warranty Deed

Grantors: The Philip J. Gibson Revocable Trust, u/i/d February 11, 2004

Grantees: Johnathan Hunt, a married person

Recorded Date: August 15, 2016

Instrument: 21611239

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.

**Lot Book Guarantee**

4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

Bare Ground, Pocatello, ID 83201

2. Taxes, including any assessments collected therewith, for the year 2026 which are a lien not yet due and payable.

3. Taxes, including any assessments collected therewith, for the year 2025 for which the first installment is delinquent, and the second installment is due and payable on or before June 20, 2026.

Parcel Number: RPRPCPP006104

Original Amount: \$1,210.18 plus penalty and interest.

TitleOne

By:

A handwritten signature in black ink, appearing to read "Todd Davis", written in a cursive style.

Todd Davis, Authorized Signatory





## WARRANTY DEED

Order No.: 122031AM

### FOR VALUE RECEIVED

The Philip J. Gibson Revocable Trust, u/i/d February 11, 2004

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

**Jonathan Hunt a married person**

whose current address is:  
1765 Hampshire  
Pocatello, ID 83201

the grantee(s), the following described premises, in Bannock County, Idaho, TO WIT:

**PARCEL 1: A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4, SOUTHEAST 1/4, SECTION 13, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED MORE PARTICULARLY AS FOLLOWS:**

**COMMENCING AT THE SOUTHEAST 1/16 CORNER OF SAID SECTION 13; THENCE NORTH 89°31'39" WEST ALONG THE SOUTH 1/16 LINE OF SAID SECTION 13, A DISTANCE OF 303.76 FEET TO THE TRUE POINT OF BEGINNING.**

**THENCE NORTH 89°31'39" WEST CONTINUING ALONG THE SOUTH 1/16 LINE OF SAID SECTION 13, A DISTANCE OF 353.54 FEET; THENCE NORTH 00°28'34" EAST ALONG THE EASTERLY BOUNDARY OF POCATELLO SCHOOL DISTRICT 25 PROPERTY, A DISTANCE OF 682.22 FEET TO THE SOUTHWEST CORNER OF MARIAH MEADOWS PHASE THREE SUBDIVISION; THENCE SOUTH 89°48'23" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID MARIAH MEADOWS PHASE THREE, A DISTANCE OF 145.63 FEET; THENCE SOUTH 00°08'29" WEST, A DISTANCE OF 206.16 FEET; THENCE SOUTH 88°56'50" EAST, A DISTANCE OF 156.75 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY SIDELINE OF FREEMAN LANE; THENCE SOUTH 00°28'51" WEST ALONG SAID WESTERLY RIGHT OF WAY SIDELINE, A DISTANCE OF 375.18 FEET TO THE SOUTH TERMINUS OF SAID FREEMAN LANE; THENCE SOUTH 89°31'10" EAST AT RIGHT ANGLE TO THE CENTERLINE OF SAID FREEMAN LANE, A DISTANCE OF 50.00 FEET TO THE SOUTH END POINT OF EASTERLY RIGHT OF WAY SIDELINE OF SAID FREEMAN LANE; THENCE SOUTH 00°28'51" WEST ON A PROJECTED EASTERLY RIGHT OF WAY SIDELINE OF SAID FREEMAN LANE, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.**

**Parcel 2: Beginning at the Southeast 1/16 corner of Section 13, Township 6 South, Range 34 E.B.M.; thence South 89°39' East 220.90 feet to the Point of Tangent on the Northerly right of way of Monte Vista Drive; thence Southwesterly on the Northerly right of way of Monte Vista Drive on a curve to the left having a central angle of 88°00' and a radius of 279.18 feet, for a distance of 349.89 feet to a point on the curve; thence West 300 feet to a point; thence North 30°02' West 236 feet, more or less, to a point on the South 1/16 line of Section 13, Township 6 South, Range 34 E.B.M., said point being the Northeast corner of MARCREST ADDITION NO. 1, a Subdivision**

in Pocatello, Bannock County, Idaho; thence North 89°59'30" East 459.30 feet, more or less, to the point of beginning.

**EXCEPT:** The Grantors retain an easement across the described property for drainage of irrigation and runoff water from higher adjacent properties into Pocatello Creek) and

**ALSO EXCEPT** the real estate described in Exhibit "B."

**EXHIBIT "B"**

**ALSO EXCEPT:** A parcel of land in the SW1/4 SE1/4 of Section 13, Township 6 South, Range 34 East, Boise Meridian, Bannock County Idaho, more particularly described as follows:  
Commencing at the SE1/16 corner of Section 13, Township 6 South, Range 34 East, Boise Meridian;  
thence South 89°59'30" West along the South 1/16 line of said Section 13, a distance of 304.28 feet to the True Point of Beginning:  
Thence South 00°01'30" East, 199.99 feet;  
Thence South 89°59'30" West. 38.31 feet to a point on the Easterly boundary line of Marcrest Addition No. 1;  
Thence North 30°02'20" West, along said Easterly boundary line of Marcrest Addition No. 1, a distance of 231.00 feet, more or less, to a point on the South 1/16 line of said Section 13, said point also being the Northeast corner of Marcrest Addition No. 1;  
Thence North 89°59'30" East along said South 1/16 line, 153.86 feet to the True Point of Beginning.

**Parcel 3:** Beginning at a point 25 feet East and 930.5 feet South of the Northwest corner of East 1/2 of East 1/2 of Northwest 1/4 of Southeast 1/4 of Section 13, Township 6 South, Range 34, E.B.M., Bannock County, Idaho;  
thence South parallel to the West line of said East 1/2 of East 1/2 of Northwest 1/4 of Southeast 1/4 of Section 13, 421.8 feet, more or less, to the South 1/16th line of said Section 13;  
thence East 304.28 feet to the Southeast 1/16th corner of said Section 13;  
thence North along the East 1/16th line of said Section 13, 424.9 feet;  
thence West 304.25 feet, more or less, to the Point of Beginning. Together with all water rights appurtenant thereto.

**EXCEPT** the real estate described in Exhibit "C."

This deed is given subject to all zoning laws, city ordinances, easements, restrictive agreements and rights of way of public roads as of the date of this deed.

**EXHIBIT "C"**

**EXCEPT:** A parcel of land lying in the E1/2 E1/2 NW1/4 SE1/4 Section 13, Township 6 South, Range 34 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:  
Commencing at the East 1/16 corner of the latitudinal centerline of said Section 13;  
thence South along the East line of said SW1/4 SE1/4 930.50 feet to the True Point of Beginning;  
Thence continuing South along the East line of the NW 1/4 SE 1/4 122.61 feet, more or less, to the North line of a 50 foot easement as described in instrument no. 543124;  
Thence South 89°38' West 304.21 feet, more or less, to the East right of way line for Freeman Lane;  
Thence North 00°01'30" West 122.61 feet, more or less;  
Thence North 89°22'10" East 304.25 feet, more or less, to the True Point of Beginning

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 9, 2016

The Philip J. Gibson Revocable Trust

Valerie Ellis  
By: Valerie Ellis, Co-Trustees

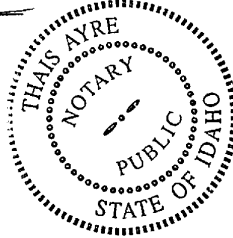
Sharon Gibson  
By: Sharon Gibson, Co-Trustee

State of Idaho} ss.  
County of Bannock}

On this 10 day of August, 2016, before me, Thais M. Ayre a Notary Public in and for said state, personally appeared Valerie Ellis and Sharon Gibson known or identified to me to be the persons whose name is subscribed to the foregoing instrument as co-trustees of the The Philip J. Gibson Revocable Trust, and acknowledged to me that they executed the same as co-Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Thais M. Ayre  
Notary Public for the State of Idaho  
Residing at: Chubbuck, ID  
Commission Expires: 6/13/19



**ATTACHMENT C**  
**PLANNED UNIT**  
**DEVELOPMENT DECISION**

Instrument # 22606159  
Bannock County, Pocatello, Idaho  
05/22/2026 03:30:53 PM No. of Pages: 7  
Recorded for: CITY OF POCATELLO  
Jason C. Dixon Fee: \$0.00  
Deputy: jmcDonald

**CITY COUNCIL DECISION  
PLANNED UNIT DEVELOPMENT  
CREEKSIDE COVE**

APPLICANT: Westland Development Services  
2225 S 50 E  
Kaysville, UT 84037

OWNER: Jonathan Hunt

LOCATION OF REQUEST: Approximately 3.38 acres of land, generally located at  
the southwest end of Freeman Lane

LEGAL DESCRIPTION: Legally described as Exhibit "A"

NATURE OF REQUEST: Applicant submitted application for a Planned Unit  
Development to develop the subject property forty-two  
(42) zero-lot line townhomes

A Public Hearing was held on April 8, 2026, before the Planning and Zoning Commission (P&ZC) to consider the Applicant's, proposal to develop approximately 3.38 acres generally located at the southwest end of Freeman Lane into forty-three (43) zero-lot line townhomes. The Planned Unit Development (PUD) request is for the purpose of lot size averaging. At the hearing, the Commission heard testimony from the Applicant, who provided an overview of the project and request. Staff followed by providing a detailed presentation and testimony from the public was heard. Thereafter, the P&ZC set out findings and made a recommendation therefrom to approve the PUD for The Crossings finding the application did meet the standards for approval under Pocatello Municipal Code (PMC) 17.02.140.

**PUBLIC HEARING**

At a City Council meeting held May 7, 2026, the Pocatello City Council held a Public Hearing in reference to a Planned Unit Development Application. Two public comments were received related to the application.

## **ZONING ORDINANCE STANDARDS**

The City Council reviewed the facts and circumstances of Applicant's request and subsequent approval from the P&ZC for a Planned Unit Development in terms of the standards delineated in Pocatello Municipal Codes as follows:

### **Zoning Ordinance Section 17.02.140.C - Planned Unit Developments – Criteria for Review:**

The purpose of the Planned Unit Development (PUD) is to facilitate a more flexible mixture of uses and developments. They are intended to allow greater localized density, encourage clustered development for preservation of open spaces, to arrange living patterns in accordance with good principles, and to provide adequate safeguards to protect the community.

1. The project provides alternative methods of land development;
2. The project includes a mix of land uses; these uses are compatible and well integrated even though they might otherwise be discouraged through conventional zoning techniques;
3. The project conserves natural and topographic features;
4. The project promotes compatibility with adjacent land uses, established neighborhoods, and available public facilities;
5. The project considers intensity of use including, but not limited to, building coverage, magnitude of activities, density, and traffic circulation/patterns;
6. The project emphasizes architectural design and aesthetic value; and
7. The project emphasizes the provision of open spaces and quality recreation areas and facilities.

\*\*\*\*\*

### **POCATELLO CITY COUNCIL FINDINGS OF FACT AND CONCLUSIONS**

After considering the application, the testimony heard at the City Council meeting held on May 7, 2026, and the recommendation of the Planning and Zoning Commission and the City's Planning and Development Services staff, the Pocatello City Council makes the following Findings of Fact and Conclusions:

#### **Zoning Ordinance Section 17.02.140.C - Criteria for Review:**

1. The applicant proposes to subdivide the parcel into forty-three (43) lots with Lots 1-42 set aside for construction of forty-two (42) zero-lot line townhome units to be sold individually. Open space is proposed on the south side of Pocatello Creek. No construction is

permitted within the City of Pocatello's public utility easement. The applicant is proposing to utilize lot size averaging as called out in City Code 17.02.140.

2. The project proposes development of seven (7) zero lot-line townhouses buildings in groups of six (6). Common area will consist of the south side of Pocatello Creek and parking areas. Said common area comprises approximately 1.34 acres. Buildings are not permitted to be constructed on a property line, without approval through a PUD process. Therefore, the zero lot line townhomes would not be permitted outright but may be allowed through the approved PUD.

3. The proposed development conserves natural and topographic features of Pocatello Creek and the approximate 1.34 acres of ground on the south side of Pocatello Creek, which is being designated as common area/open space.

4. The project is surrounded by a mix of land uses. To the north are multiple multi-family dwellings. Single-family homes exist to the east. To the south is Pocatello Creek and the hillside up to Monte Vista Drive. To the west is an elementary school and property owned by Pocatello School District #25. Public facilities such as water, sewer and utilities are readily available.

5. The development will add forty-two (42) townhouses. The development will exceed the minimum open space requirement of 20% (see 17.01.140.D.4). The parking and open space are intended to serve the residents of the development.

6. This project emphasizes architectural design and aesthetic value by creating an attractive, cohesive townhome community with a mix of 6-plex buildings and single-car garage units that vary in size from about 560 to 936 square feet. The clustered layout groups the buildings in a clean, organized way that feels modern and welcoming, while stepping them thoughtfully along the site to follow the natural contours and respect the nearby creek and floodplain areas. This creates visual interest with varied rooflines, building heights, and orientations instead of a monotonous row. The design prioritizes a clean, contemporary look with efficient use of space, shared green areas around the retention pond, and a welcoming entrance off Freeman Lane that ties into the neighborhood character. Future detailed elevations and materials will build on this foundation to ensure high-quality, appealing exteriors that enhance the area's overall aesthetic without overpowering the natural surroundings.

7. The project entails 3.38 acres. The property owner has committed to the dedication of 1.34 acres to open space. This leaves a remainder of 2.04 acres of developable square footage or 88,862.4 square feet. Using this calculation of 88,862.4/1650 (the minimum lot size), fifty-three (53) townhomes would have been permitted within the developable space available to the property owner. Regardless of how the calculations are completed, the developer has requested a lower density than is permitted under section 17.02.140.C.7.

### **POCATELLO CITY COUNCIL DECISION**

Based upon its Findings of Fact and Conclusions, the Pocatello City Council hereby grants the Applicant's request for a Planned Unit Development (PUD) of approximately 3.38 acres of land, generally located at the southwest end of Freeman Lane, Pocatello, Idaho into



forty-two (42) zero lot line townhomes, to be known as Creekside Cove, said property legally described in Exhibit A. All of the following conditions shall be met:

1. All applicable standards of Pocatello Municipal Code 16.20 & 16.24 shall be strictly adhered to;
2. The parking area shall be dedicated as shared common area and at no point may any fencing or other obstruction be placed within the parking and access area so as to prevent fire access and turnaround. That the applicant shall maintain and enforce a no parking requirement along the private drive aisles;
3. The applicant shall provide a two foot (2') easement line around the footprint of each building cluster to provide for awnings, eaves, overhangs, and landscaping to extend into the shared common area, to be maintained by the homeowner's association. This easement shall be shown on the preliminary and final plat for each phase of the development;
4. A final landscape plan shall be submitted at the time of the initial building permit application and shall be compliant with all landscaping requirements of Pocatello Municipal Code;
5. Sidewalk and landscaping shall be installed adjacent to Freeman Lane;
6. All approved architectural standards shall be enforced by the homeowner's association per Municipal Code 17.02.140.G.5; and
7. All other standards or conditions of Municipal Code not herein stated but applicable to the PUD, land subdivision and residential development shall apply.

All other standards or conditions of Pocatello Municipal Code not herein stated but applicable to the Planned Unit Development, land subdivision and residential development shall apply.

**Notice is hereby given that applicant has the right to challenge this Decision and request a regulatory taking analysis pursuant to Idaho Code Section 67-8003 within 28 days after this Decision.**

DATED this 21<sup>st</sup> day of May, 2026.

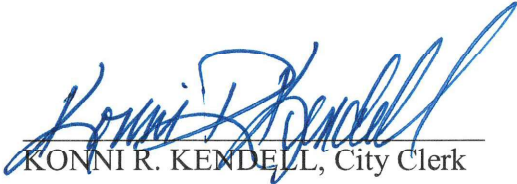
APPROVED AS TO FORM AND CONTENT

  
JARED JOHNSON, City Attorney

CITY OF POCATELLO, a municipal corporation of Idaho

  
MARK DAHLQUIST, Mayor

ATTEST:

  
\_\_\_\_\_  
KONNI R. KENDELL, City Clerk

STATE OF IDAHO                     )  
                                                  ss:  
County of Bannock                 )

On this 21<sup>st</sup> day of May, 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared Mark Dahlquist and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date and year in this certificate first above written.

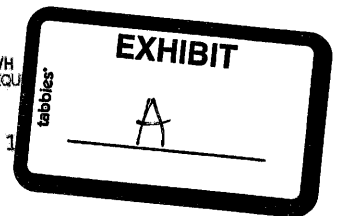
(SEAL)



  
\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in Pocatello, Idaho  
Commission Expires: 04/01/30



OFFICIAL RECORD BK# 1006 FEE 16.00 DEPUTY VH  
BANNOCK COUNTY IDAHO RECORDED AT REQU  
AmeriTitle - Pocatello Office  
21611239 2016 Aug 15 AM 1  
Electronically Recorded by Simplifile



## WARRANTY DEED

Order No.: 122031AM

### FOR VALUE RECEIVED

The Philip J. Gibson Revocable Trust, u/i/d February 11, 2004

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

 **Jonathan Hunt a married person**

whose current address is:  
1765 Hampshire  
Pocatello, ID 83201

the grantee(s), the following described premises, in Bannock County, Idaho, TO WIT:

**PARCEL 1: A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4, SOUTHEAST 1/4, SECTION 13, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED MORE PARTICULARLY AS FOLLOWS:**

**COMMENCING AT THE SOUTHEAST 1/16 CORNER OF SAID SECTION 13; THENCE NORTH 89°31'39" WEST ALONG THE SOUTH 1/16 LINE OF SAID SECTION 13, A DISTANCE OF 303.76 FEET TO THE TRUE POINT OF BEGINNING.**

**THENCE NORTH 89°31'39" WEST CONTINUING ALONG THE SOUTH 1/16 LINE OF SAID SECTION 13, A DISTANCE OF 353.54 FEET; THENCE NORTH 00°28'34" EAST ALONG THE EASTERLY BOUNDARY OF POCATELLO SCHOOL DISTRICT 25 PROPERTY, A DISTANCE OF 682.22 FEET TO THE SOUTHWEST CORNER OF MARIAH MEADOWS PHASE THREE SUBDIVISION;**

**THENCE SOUTH 89°48'23" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID MARIAH MEADOWS PHASE THREE, A DISTANCE OF 145.63 FEET; THENCE SOUTH 00°08'29" WEST, A DISTANCE OF 206.16 FEET; THENCE SOUTH 88°56'50" EAST, A DISTANCE OF 156.75 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY SIDELINE OF FREEMAN LANE; THENCE SOUTH 00°28'51" WEST ALONG SAID WESTERLY RIGHT OF WAY SIDELINE, A DISTANCE OF 375.18 FEET TO THE SOUTH TERMINUS OF SAID FREEMAN LANE;**

**THENCE SOUTH 89°31'10" EAST AT RIGHT ANGLE TO THE CENTERLINE OF SAID FREEMAN LANE, A DISTANCE OF 50.00 FEET TO THE SOUTH END POINT OF EASTERLY RIGHT OF WAY SIDELINE OF SAID FREEMAN LANE;**

**THENCE SOUTH 00°28'51" WEST ON A PROJECTED EASTERLY RIGHT OF WAY SIDELINE OF SAID FREEMAN LANE, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.**

**Parcel 2: Beginning at the Southeast 1/16 corner of Section 13, Township 6 South, Range 34 E.B.M.; thence South 89°39' East 220.90 feet to the Point of Tangent on the Northerly right of way of Monte Vista Drive; thence Southwesterly on the Northerly right of way of Monte Vista Drive on a curve to the left having a central angle of 88°00' and a radius of 279.18 feet, for a distance of 349.89 feet to a point on the curve; thence West 300 feet to a point; thence North 30°02' West 236 feet, more or less, to a point on the South 1/16 line of Section 13, Township 6 South, Range 34 E.B.M., said point being the Northeast corner of MARCREST ADDITION NO. 1, a Subdivision**

in Pocatello, Bannock County, Idaho; thence North 89°59'30" East 459.30 feet, more or less, to the point of beginning.

**EXCEPT:** The Grantors retain an easement across the described property for drainage of irrigation and runoff water from higher adjacent properties into Pocatello Creek) and

**ALSO EXCEPT** the real estate described in Exhibit "B."

**EXHIBIT "B"**

**ALSO EXCEPT:** A parcel of land in the SW1/4 SE1/4 of Section 13, Township 6 South, Range 34 East, Boise Meridian, Bannock County Idaho, more particularly described as follows:  
Commencing at the SE1/16 corner of Section 13, Township 6 South, Range 34 East, Boise Meridian;  
thence South 89°59'30" West along the South 1/16 line of said Section 13, a distance of 304.28 feet to the True Point of Beginning;  
Thence South 00°01'30" East, 199.99 feet;  
Thence South 89°59'30" West, 38.31 feet to a point on the Easterly boundary line of Marcrest Addition No. 1;  
Thence North 30°02'20" West, along said Easterly boundary line of Marcrest Addition No. 1, a distance of 231.00 feet, more or less, to a point on the South 1/16 line of said Section 13, said point also being the Northeast corner of Marcrest Addition No. 1;  
Thence North 89°59'30" East along said South 1/16 line, 153.86 feet to the True Point of Beginning.

**Parcel 3:** Beginning at a point 25 feet East and 930.5 feet South of the Northwest corner of East 1/2 of East 1/2 of Northwest 1/4 of Southeast 1/4 of Section 13, Township 6 South, Range 34, E.B.M., Bannock County, Idaho;  
thence South parallel to the West line of said East 1/2 of East 1/2 of Northwest 1/4 of Southeast 1/4 of Section 13, 421.8 feet, more or less, to the South 1/16th line of said Section 13;  
thence East 304.28 feet to the Southeast 1/16th corner of said Section 13;  
thence North along the East 1/16th line of said Section 13, 424.9 feet;  
thence West 304.25 feet, more or less, to the Point of Beginning. Together with all water rights appurtenant thereto.

**EXCEPT** the real estate described in Exhibit "C."

This deed is given subject to all zoning laws, city ordinances, easements, restrictive agreements and rights of way of public roads as of the date of this deed.

**EXHIBIT "C"**

**EXCEPT:** A parcel of land lying in the E1/2 E1/2 NW1/4 SE1/4 Section 13, Township 6 South, Range 34 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:  
Commencing at the East 1/16 corner of the latitudinal centerline of said Section 13;  
thence South along the East line of said SW1/4 SE1/4 930.50 feet to the True Point of Beginning;  
Thence continuing South along the East line of the NW 1/4 SE 1/4 122.61 feet, more or less, to the North line of a 50 foot easement as described in instrument no. 543124;  
Thence South 89°38' West 304.21 feet, more or less, to the East right of way line for Freeman Lane;  
Thence North 00°01'30" West 122.61 feet, more or less;  
Thence North 89°22'10" East 304.25 feet, more or less, to the True Point of Beginning

**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.